

## REMARKS

Applicant respectfully requests reconsideration of the present application in view of the foregoing amendments and in view of the reasons that follow.

### Status of Claims:

Claim 1 is currently being cancelled.

Claims 2, 4, 5, 8, 9, 11, 12, 15-17, 19 and 21-27 are currently being amended.

No claims are currently being added.

This amendment and reply amends and cancels claims in this application. A detailed listing of all claims that are, or were, in the application, irrespective of whether the claims remain under examination in the application, is presented, with an appropriate defined status identifier.

After amending and canceling the claims as set forth above, claims 2-27 are now pending in this application.

### Claim Rejections – 35 U.S.C. § 101:

In the Office Action, claims 1-27 were rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter, since the claims allegedly do not recite “a useful, concrete and tangible result.” Applicant respectfully disagrees with this rejection, since the original claims are directed to statutory subject matter, such as a server and a client. However, in the interest of expediting prosecution, the claims have been amended to explicitly recite a useful, concrete and tangible result. In response to the comment made on page 2 of the Office Action, please note that the advertisement that is provided a particular position in the three-dimensional image may not necessarily be related to the image. For example, the three-dimensional image may be of a mountain range, whereby the advertisement may correspond to text to be placed at a particular location, such as text that states “VOTE FOR MR. X.”

**Claim Rejections – 35 U.S.C. § 112, 1<sup>st</sup> Paragraph:**

In the Office Action, claims 1-27 were rejected under 35 U.S.C. § 112, 1<sup>st</sup> Paragraph, as failing to comply with the enablement requirement. Specifically, the Office Action asserts that the specification is not enabling for: a) “determining how to calculate users positions in a landmark or in a three dimensional image”, and b) “determining viewpoint of users or how advertisements are displayed to users.” Applicant respectfully traverses this rejection for the reasons given below.

With respect to the enablement rejection of the feature “determining how to calculate users positions in a landmark or in a three dimensional image”, page 6, lines 3-12 of the specification describes that the position of a user in a three-dimensional image is represented as the viewpoint position of a user in a three-dimensional image. The specification describes that the viewpoint position of a user may be inputted from a client terminal.

With respect to the enablement rejection of the feature “determining viewpoint of users”, page 16, lines 3-12 of the specification provides sufficient enablement for these features, whereby the viewpoint position of a user may be inputted from a client terminal.

With respect to the enablement rejection of the feature “determining how advertisements are displayed to users”, page 14, line 14 to page 15, line 10, and page 17, lines 10-21 describes that advertisements placing information include a location and the advertisement contents which include both shape and text. Thus, in order to display advertisements to a user, the advertisement shape is placed on the three-dimensional image based on location information of the advertisement, as explained on page 16, line 18 to page 17, line 9 of the specification. By placing the advertisement shape on the three-dimensional image, the synthesis three-dimensional image data is created, as explained on page 14, lines 8-13 of the specification. Thus, the three-dimensional image stereoscopic representation, which has been amended in the claims to “rendered image”, is generated by using the viewpoint position of a user which may be inputted from a client terminal.

Accordingly, the specification provides ample support for explaining how advertisements are displayed to users.

**Claim Rejections – 35 U.S.C. § 112, 2nd Paragraph:**

In the Office Action, claims 1-27 were rejected under 35 U.S.C. § 112, 2nd Paragraph, as being indefinite, for the reasons set forth on pages 3 and 4 of the Office Action. Applicant respectfully traverses this rejection for the reasons given below.

The Office Action asserts that the claims recite “browsing location information location specification information”, which is indefinite. Such a term cannot be found in the claims, and is believed to be a typographical error in the Office Action. It is postulated that the Office Action meant to refer to the term “browsing location specification information” in the claims. That term has been amended in the claims to “a viewpoint position of a user”, for purposes of clarification. Such feature is described on page 13, lines 22-25 of the specification, for example. In the specification, it describes that to generate a three-dimensional image stereoscopic representation 33, an information providing server 1 needs a viewpoint position to indicate from what view point it is to be viewed.

Accordingly, the claim term “a viewpoint position of a user” is not indefinite.

The Office Action also asserts that the claim term “stereoscopic representation” is indefinite, and is interpreted as “map image.” For purposes of clarification, the claims have been amended to change “a three-dimensional image stereoscopic representation” to “a rendered image rendered”.

The Office Action further asserts that the claim term “viewpoint position of a user” is indefinite, and would be interpreted as “inputting into a web browser a geographic location desired to be found by a user.” Applicant respectfully disagrees with this rejection. First, “viewpoint position of a user” is abundantly clear to one skilled in the art. See, for example, page 13, lines 3-7 of the specification, which states that “When a specific browser viewpoint position is inputted from the client terminal, the three-dimensional image browser 103 creates a three-dimensional image stereoscopic representation viewed from the inputted viewpoint position.” In an embodiment of the invention, “a three-dimensional image stereoscopic representation” corresponds to a rendered image, a two-dimensional image, which is produced from a three-dimensional image seen from the viewpoint position.

The Office Action further asserts that the claim term “threshold value defines by said other users maximum display threshold value in the order close to the viewpoint position of the user” is indefinite, and would be interpreted as “marking a position of an object in an internet map.” With respect to this claim term, page 48, line 13 to page 49, line 9 of the specification provides clear description of this claim term, whereby the position of a user is represented as the viewpoint position of a user. Accordingly, this claim term is not indefinite.

The Office Action still further asserts that the claim term “language representation” is indefinite, and would be interpreted as “inputting keywords into a browser.” In reply, the term “language representation” has been amended to “language representation information”, whereby the Office Action’s interpretation of this term is incorrect. Note that the language representation information is not inputted by a user, but rather is stored by landmark position storage means. See, for example, page 41, lines 14-21 of the specification.

The Office Action also asserts that the claim term “landmark position” is indefinite, and would be interpreted as “object in a map.” In reply, the term “extracted landmark position” in claim 9 has been amended to “position information included in said extracted landmark information”, for purposes of clarity. Support for these features may be found, for example, on page 41, line 11 to page 42, line 2 of the specification, which describes a landmark position database 110.

The Office Action also asserts that the claim term “landmark stay history” is indefinite, and would be interpreted as “locating an object in an internet map.” It is noted that the Office Action’s interpretation of this claim term is incorrect, whereby this claim term has been amended to “landmark stay record” for purposes of clarity. The term “landmark stay history” is the information that indicates what landmark a user is interested in, when a user is interested in, and how long a user is interested in. To indicate the above information, “landmark stay history” includes a landmark where the user stays and the stay time. Support for this feature may be found, for example, on page 52, lines 4-6 of the specification.

The Office Action further asserts that the claim term “range inside and outside judgment distance” is indefinite, and would be interpreted as “locating an object in an internet map.” This term is described, for example, on page 51, lines 16-23 of the

specification. In order to calculate a landmark stay history, an embodiment of the invention uses “range inside and outside judgment distance information” and judges whether or not a user is interested in a landmark. For example, when the range inside and outside judgment distance information is “radius 500m”, if the distance between a viewpoint position of a user and a landmark is 300m, the user is judged to be interested in the landmark. As clearly discerned from this discussion, the Office Action’s interpretation of this term is incorrect.

The Office Action further asserts that the claim term “viewpoint position of a user passes through a landmark” is indefinite and is not enabling in determining how a user passes through a landmark, and would be interpreted as “viewing an object in an Internet browser.” This term is described, for example, on page 52, line 16 to page 53, line 3 of the specification. In more detail, if the distance between the viewpoint position of a user and the landmark becomes shorter than the range inside and outside judgment distance, an embodiment of the invention judges that the user has entered the landmark and the entrance time is recorded. Then, if the distance between the viewpoint position of the user and the landmark becomes longer than the range inside and outside judgment distance, the user is judged to have exited the landmark, and the exit time is recorded.

The term “passes through a landmark” has been amended to “passes through a surrounding area of a landmark” in claims 9 and 20, for purposes of clarity. Also, “the range of the peripheral position defined by said range inside and outside judgment distance information” has been amended to “a surrounding area of said landmark defined by said range inside and outside judgment distance information” in claims 9 and 20, for purposes of clarity.

Lastly, the Office Action asserts that the term “questionnaire summing result” in claim 10 is indefinite, since the specification does not explain the “questionnaire” limitation. In reply, page 53, lines 4-8 of the specification describes that a questionnaire summing result provision part 128 outputs the landmark stay history or the information provision command history. However, in the interest of expediting prosecution, this claim term has been changed to “user behavior record”, for purposes of clarity.

Accordingly, all of the presently pending claims fully comply with 35 U.S.C. § 112, 2<sup>nd</sup> paragraph.

**Claim Rejections – Prior Art:**

In the Office Action, claims 1-27 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,882,348 to Hirono in view of U.S. Patent No. 6,734,873 to Herf. This rejection is traversed with respect to the presently pending claims 2-27, for at least the reasons given below.

With respect to the rejection of presently pending independent claim 2, neither Hirono nor Herf teaches or suggests “advertisement contract means for executing a contract process of an advertisement placing request upon reception of said advertisement placing request from said advertisement placing person and updating said advertisement placing information stored in said advertisement placing information storage means based on said contract information stored in said advertisement contract storage means.” In more detail, the Office Action asserts that Hirono teaches the claimed advertisement contract means. However, Hirono merely discloses an advertisement correlation database 13 that is created by an administrator, as described in column 7, lines 44-45 of Hirono. By providing an advertisement contract means, it becomes possible that an advertisement provider transfers to another person the purchased rights to place an advertisement at a price higher than the initial price or can rent it to another person, as described on page 23, lines 18-20 of the specification. Further, by way of the present invention, a three-dimensional aerial sight seeing service can be established as a business, as described on page 58, lines 1-19 of the specification. Such features are not taught or suggested by either Hirono or Herf.

Accordingly, presently pending independent claim 2 is patentable over the combined teachings of Hirono and Herf. Presently pending independent claims 5, 17, 22, 24 and 27 recite similar features to those discussed with respect to presently pending independent claim 2, and thus those claims are also patentable over the combined teachings of Hirono and Herf.

Furthermore, each of the presently pending independent claims under rejection has been amended to recite that the synthesis three-dimensional image data includes the advertisement placed at a particular location corresponding to the placed location in a three-

dimensional image corresponding to the three-dimensional image data. Such features are not taught or suggested by Hirono and Herf, alone or in combination.

**Conclusion:**

Since all of the issues raised in the Office Action have been addressed in this Amendment and Reply, Applicant believes that the present application is now in condition for allowance, and an early indication of allowance is respectfully requested.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by a check or credit card payment form being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

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